



Bridge Lane Legal Terms and Conditions

These Terms and Conditions are made between the “Agency” **Bridge Lane Legal PTY LTD**, ABN 677917743 and the “Client” for the provision of recruitment services from the Agency.

1. DEFINITIONS AND INTERPRETATIONS

1.1. In these Terms and Conditions the following expressions shall be given the following meanings:

- 1.1.1. **“Agency”** means Bridge Lane Legal PTY LTD, A 677917743;
- 1.1.2. **“Candidate”** means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company and members of the Agency’s own staff;
- 1.1.3. **“Client”** means any person, firm, company or organisation together with any subsidiary or associated Company as defined by the Corporations Act 2001 to which the Candidate is introduced;
- 1.1.4. **“Employee”** means any person who has worked for or provided services to the Agency under an express or implied contract hire in return for financial or other compensation;
- 1.1.5. **“Engagement”** means the engagement, employment or other use of the Candidate by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Candidate is an officer or employee;
- 1.1.6. **“Introduction”** means the Client’s interview of an Candidate in person, by telephone or any other means including a virtual meeting, following the Client’s instruction to the Agency to search for an Candidate; or the passing to the Client of a curriculum vitae or other information which identifies the Candidate; and which leads to an Engagement of that Candidate by the Client;
- 1.1.7. **“Month”** means a calendar month;
- 1.1.8. **“Remuneration”** includes base salary or fees, guarantees and/or an anticipated bonus, superannuation, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client;
- 1.1.9. **“Retained Search Assignment”** means the Clients request for the Agency services to seek Candidates, which may include advertised selection and search methodologies, with payment for fees a set out in 5.7.



1.1.10. “**Week**” means seven consecutive days.

- 1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. These Terms and Conditions constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of a Candidate or the passing of any information about the Candidate to any third party following an Introduction.
- 2.2. These Terms and Conditions contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agency, these Terms and Conditions prevail over any other terms and conditions, terms of business or purchase conditions put forward by the Client.
- 2.3. No variation or alteration to these Terms and Conditions shall be valid unless the details of such variation are agreed between a Director of the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. THE AGENCY'S OBLIGATIONS

- 3.1. The Agency will use its reasonable endeavors to introduce to the Client a suitable Candidate to carry out work for the Client of such nature as the Client shall notify to the Agency when placing its order for a Candidate.
- 3.2. The Agency is unable to guarantee that it will be able to introduce a Candidate to the Client to accept any Engagement offered by the Client.
- 3.3. The Agency endeavors to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 3.4. The Agency endeavors to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.

4. THE CLIENT'S OBLIGATIONS

- 4.1. The Client shall satisfy itself as to the suitability, for the purposes for which the Candidate is required by the Client, of any Candidate before engaging such Candidate.
- 4.2. The Client shall take up any references provided by the Candidate to it or the Agency before engaging such Candidate. The Client is responsible for obtaining work permits



and /or such other permission to work as may be required, for the arrangement of medical examinations and /or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.

- 4.3. To enable the Agency to comply with its obligations under clauses 3.1, 3.2, 3.3 and 3.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

5. NOTIFICATION AND FEES

5.1. The Client agrees:

- 5.1.1. To notify the Agency immediately of any offer of an Engagement which it makes to the Candidate;
- 5.1.2. To notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Agency; and
- 5.1.3. To pay the Agency's fee within 14 days of the date of invoice.

- 5.2. No fee is incurred by the Client until the Candidate commences the Engagement when the Agency will render an invoice to the Client for its fees, except for the circumstances in Clause 5.7.
- 5.3. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 12% per annum from and including the due date until the date of payment. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
- 5.4. The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the attached Fee Structure (set out in Schedule 2) on the Remuneration applicable during the first 12 months of the Engagement. GST will be charged on the fee if applicable.
- 5.5. In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 5.4 above will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee



based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

- 5.6. If the Client subsequently engages or re-engages the Candidate within the period of 12 calendar months either from the date of Introduction, termination of the Engagement, withdrawal of the offer or from the last written or oral conversation between the Agency and the Client about the Candidate (whichever is the latter or applicable), a full fee calculated in accordance with clause 5.4 above becomes payable.
- 5.7. Where the Client requests a Retained Search Assignment, a fee is payable by the Client as per the Fee Structure in Schedule 2 and is payable as follows:
 - 5.7.1. 30% of the total estimated fee upon acceptance of the Retained Search Assignment, which is non-refundable.
 - 5.7.2. The balance of the fee is payable upon successful completion of the assignment, which occurs as soon as an Engagement of the Candidate takes place. The Client must pay for all work performed by the Agency until the Client terminates the Retained Search Assignment.

6. REBATES OR REPLACEMENT

- 6.1. In order to qualify for the following rebate or replacement, the Client must pay the Agency's fee within 14 days of the date of invoice and must notify the Agency in writing or by a phone call to a Director of the Agency of the termination of the Engagement within 7 days of its termination.
- 6.2. If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Candidate is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the Schedule to these Terms and Conditions.
- 6.3. In circumstances where clause 5.6 applies the full fee stated in clause 5.4 is payable and there shall be no entitlement to a refund.
- 6.4. In the event of a refund becoming owed to the Client the Agency will endeavour to repay monies owed within 28 days where no replacement is found.
- 6.5. In the event of an Engagement ending within the rebate period (set out in the Schedule of Refund) the Agency reserves the right to find a replacement Candidate within 28 days, with the new full fee reconciled against the percentage rebate owed from the previous placement. Where no replacement is required by the Client repayment will be made as per time scales set out in clause 6.4.

7. CONFIDENTIALITY OF INTRODUCTIONS

- 7.1. Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Agency which results in an Engagement with that third party within 12 months of the Introduction renders the Client



liable to payment of the Agency's fee as set out in clause 5.4 with no entitlement to any refund.

- 7.2. An Introduction fee calculated in accordance with clause 5.4 will be charged in relation to any Candidate engaged as a consequence of or resulting from an Introduction by or through the Agency, whether direct or indirect, within 12 months from the date of the Agency's Introduction.
- 7.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 5.4 on the minimum level of Remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.
- 7.4. In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the Agency's service, the Client shall be liable to pay an Introduction fee to the Agency in accordance with clause 5.4.

8. NON-SOLICITATION AND NON-COMPETITION

- 8.1. The Client agrees not to offer employment to an Employee of the Agency who the Client has directly approached or had previous dealings with during the term of this agreement.
- 8.2. In the event that the Client breaches clause 8.1 above, then it will pay the Agency compensation equal to the total remuneration paid or payable to the Employee concerned during the 12 months before the Employee's employment terminates.
- 8.3. The Client agrees not to seek business or enter into any contracts, agreements or arrangements for business with any customer of the Agency with whom it may have contact as a result of its dealings with the Agency or confidential information howsoever acquired with the Agency unless a director of the Agency gives express written consent thereto.

9. LIABILITY

- 9.1. The Agency shall not be liable under any circumstances for any loss, injury, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.
- 9.2. The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Agency set out herein are reasonable and reflected in the fee payable to the Agency hereunder and shall accept risk and/or insure accordingly.



10. RIGHTS OF THIRD PARTIES

10.1. The parties to this Agreement do not intend that any Terms of this Agreement should be enforceable by any person who is not a party to this Agreement.

11. LAW AND JURISDICTION

11.1. These Terms are governed by the laws of the State of New South Wales.

11.2. Both the Agency and Client irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales.

SCHEDULE 1: GUARANTEE

1. The following replacement guarantee only applies in the event that the Client complies with the provisions of clause 5.1 of these Terms and Conditions.
2. Where the Applicant leaves during the first 3 months of the Engagement start date, a free replacement will apply. If the replacement candidate is hired at a higher salary, additional charges may occur.
3. There will be no free replacement where the Candidate leaves after the 12th week of the Engagement or if the role is made redundant.

SCHEDULE 2: FEE STRUCTURE

1. The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Fee Structure below on the Remuneration applicable during the first 12 months of the Engagement. GST will be charged on the fee if applicable. All engagements are subject to a minimum \$12,000 fee.

Total Remuneration Package	Fee Percentage
Under \$120,000	18%
\$120,000 - \$180,000	20%
\$180,000 - \$240,000	22%
\$240,000 - \$300,000	25%
\$300k +	30%

Signed By	Shaun Hunter	Signed By	
Title	Director	Title	
Company	Bridge Lane Legal	Company	
Date	7/6/2024	Date	
Sign	<i>Shaun Hunter</i>	Sign	